

## **EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
In re:

EXECUTIVE CAMERA ENTERPRISES, INC.

Debtor.

Chapter 7

Case No. 103-18488-353

Hon. Jerome Feller

-----X  
PAUL I. KROHN, as chapter 7 Trustee of the  
estate of EXECUTIVE CAMERA ENTERPRISES, INC.

Plaintiff,

- against-

Adv. Pro. No.: 05-01229

BAY RIDGE AVENUE ELECTRONICS, INC.,

Defendant.

-----X  
PAUL I. KROHN, as chapter 7 Trustee of the  
estate of EXECUTIVE CAMERA ENTERPRISES, INC.

Plaintiff,

- against-

Adv. Pro. No.: 05-01232

SAM ANZAROOT,

Defendant.

-----X  
PAUL I. KROHN, as chapter 7 Trustee of the  
estate of EXECUTIVE CAMERA ENTERPRISES, INC.

Plaintiff,

- against-

Adv. Pro. No.: 05-01233

ALAN ANZAROOT,

Defendant.

-----X

PAUL I. KROHN, as chapter 7 Trustee of the  
estate of EXECUTIVE CAMERA ENTERPRISES, INC.

Plaintiff,

- against-

Adv. Pro. No.: 05-1245

MERLENE ANZAROOT.,

Defendant.

-----X  
PAUL I. KROHN, as chapter 7 Trustee of the  
estate of EXECUTIVE CAMERA ENTERPRISES, INC.

Plaintiff,

- against-

Adv. Pro. No.: 05-01254

BRIDGEVIEW PHOTO ENTERPRISES, INC.,  
ELECTRODEALZ, INC., BRIDGEVIEWPHOTO.COM,  
INC., BRIDGEVIEW CORPORATION and  
BRIDGEVIEW PHOTO, LLC,

Defendant.

-----X

**STIPULATION OF SETTLEMENT**

WHEREAS, Paul Krohn as Trustee ("Trustee") of the estate of Executive Camera Enterprises, Inc. commenced a series of adversary proceedings by the filing of complaints against Bay Ridge Avenue Electronics, Inc., Sam Anzaroot, Alan Anzaroot, Merlene Anzaroot., Bridgeview Photo Enterprises, Inc., Electrodealz, Inc., Bridgeviewphoto.Com, Inc., Bridgeview Corporation and Bridgeview Photo, LLC (collectively, the "Anzaroot Defendants") seeking to avoid certain alleged fraudulent and /or preferential payments pursuant to 11 U.S.C. §§ 544, 547 and 548; and

WHEREAS, the matter in dispute in the said adversary proceedings having been amicably adjusted by and between the parties so as to the avoid the costs and risks of litigation;

**NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED AS  
FOLLOWS:**

1. All claims asserted or which could have been asserted by the Trustee against the Anzaroot Defendants are settled for the sum of \$110,000.00 (the "Settlement Amount").

2. The Settlement Amount shall be paid in two installments; the first in the amount of twenty five thousand and no cents dollars (\$25,000) shall be paid upon the execution of this Stipulation; the second in the amount of eighty five thousand and no cents dollars (\$85,000) shall be paid within thirty (30) days of the entry of a final Order of the Bankruptcy Court approving this Stipulation.

3. In consideration for the receipt in good funds of the Settlement Amount, the Trustee on the one hand and the Anzaroot Defendants on the other hand hereby release and discharge each other and their respective executors, heirs, successors and assigns from any and all claims and causes of action that they may have against each other, except for any cause of action arising from the breach of this Stipulation.

4. The Trustee and the Anzaroot Defendants understand and agree that neither the making of this Stipulation, nor anything contained here, shall be construed or considered in any way to be an admission by any party hereto of guilt, wrongdoing or noncompliance with federal, state or local law, statute, order or regulations, the bankruptcy code, tortious act, breach of contract, or violation of common law, or any other wrongdoing whatsoever.

5. Each party shall bear its own costs and expenses in connection with this matter, including legal fees and expenses.

6. Upon the entry of this Order by the Bankruptcy Court, the above captioned adversary proceedings shall be dismissed with prejudice by separate notice of dismissal to be filed by the Trustee in each proceeding.

7. The Bankruptcy Court shall have exclusive jurisdiction to adjudicate matters arising under or in connection with this Stipulation.

8. Each signatory hereto warrants that it has the full authority to execute this Stipulation.

9. This Stipulation may be executed in counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original.

Dated: New York, New York  
July 13, 2006

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By: 

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By: 

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